

LEASE AND AGREEMENT

Between

FREMONT AVENUE ASSOCIATES,
as Lessor

And

EG & G IDAHO, INC.,
as Lessee

Dated as of June 1, 1978

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LEASE and AGREEMENT, dated as of June 1, 1978 (this Lease), between Fremont Avenue Associates, an Idaho limited partnership (Lessor) acting through PW Fremont Corporation, a general partner and having an address at 140 Broadway, New York, New York 10005, and EG & G Idaho Inc., an Idaho corporation (herein, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, called Lessee), having an address at P.O. Box 1625, Idaho Falls, Idaho 83401.

1. Lease of Premises; Title and Condition. In consideration of the rents and covenants herein stipulated to be paid and performed by Lessee and upon the terms and conditions herein specified, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the premises (the Premises) consisting of the land described in Schedule A, all buildings and other improvements now or hereafter located thereon (the Improvements), and all easements, rights and appurtenances relating thereto, including without limitation the drilling rights referred to in paragraph 25. The Premises are leased to Lessee in their present condition without representation or warranty by Lessor and subject to the rights of parties in possession, to the existing state of title, and to all applicable legal requirements now or hereafter in effect. Lessee has examined the Premises and title thereto and has found the same satisfactory.

2. Use; Quiet Enjoyment. Lessee may use the Premises for any lawful purpose. So long as no default has occurred and is continuing hereunder, Lessor warrants peaceful and quiet enjoyment of the Premises by Lessee against acts of Lessor or anyone claiming through Lessor; provided that Lessor and its agents may enter upon and examine the Premises at reasonable times, subject, however, to any applicable U.S. Government security regulations.

3. Terms. The Premises are leased for an interim term (the Interim Term) and a primary term (the Primary Term), unless and until the term of this Lease shall expire or be terminated pursuant to any provision hereof. The Interim Term and the Primary Term shall commence and expire as set forth in Schedule B. Upon substantial completion of the Improvements, Lessor and Lessee will execute and deliver an agreement in recordable form setting forth the commencement and expiration dates of the Primary Term, the Basic Rent payable during such Term and the Owner's Project Cost to be determined in

accordance with Financing, Construction and Agency Agreement dated June 1, 1978 between Lessor and Lessee.

4. Rent. (a) Lessee shall pay to Lessor in lawful money of the United States, as fixed rent for the Premises, the amounts set forth in Schedule B (Basic Rent) on the dates set forth therein (Payment Dates), at Lessor's address set forth above, or at such other address or to such other person as Lessor from time to time may designate.

(b) All amounts which Lessee is required to pay pursuant to this Lease (other than Basic Rent, amounts payable upon purchase of the Premises and amounts payable as liquidated damages pursuant to paragraph 18), together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof, shall constitute additional rent. If Lessee shall fail to pay any additional rent, Lessor shall have the right to pay the same and shall have all rights, powers and remedies with respect thereto as are provided herein or by law in the case of non-payment of Basic Rent. Lessee shall pay to Lessor, interest at the rate of 10 1/4% per annum on all overdue Basic Rent from the due date thereof until paid, and on all overdue additional rent paid by Lessor on behalf of Lessee from the date of payment by Lessor until repaid by Lessee. Lessee shall perform all its obligations under this Lease at its sole cost and expense, and shall pay all Basic Rent and additional rent when due, without notice or demand.

5. Net Lease; Non-Terminability. (a) This Lease is a net lease and, except as otherwise expressly provided herein, any present or future law to the contrary notwithstanding, shall not terminate, nor shall Lessee be entitled to any abatement, reduction, set-off, counterclaim, defense or deduction with respect to any Basic Rent, additional rent or other sum payable hereunder, nor shall the obligations of Lessee hereunder be affected, by reason of: any damage to or destruction of the Premises; any taking of the Premises or any part thereof by condemnation or otherwise; any prohibition, limitation, restriction or prevention of Lessee's use, occupancy or enjoyment of the Premises, or any interference with such use, occupancy or enjoyment by any person; any eviction by paramount title or otherwise; the impossibility or illegality of performance by Lessor, Lessee or both; any action of any governmental authority; or any other cause whether similar or dissimilar to the foregoing. The parties intend that the obligations of Lessee hereunder shall be separate and independent covenants and agreements and shall continue

unaffected unless such obligations shall have been modified or terminated pursuant to an express provision of this Lease.

(b) Lessee shall remain obligated under this Lease in accordance with its terms and shall not take any action to terminate, rescind or avoid this Lease, notwithstanding any bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding affecting Lessor or any assignee of Lessor or any action with respect to this Lease which may be taken by any trustee, receiver or liquidator or by any court provided that such assignee, trustee, receiver, liquidator or court shall acknowledge Lessee's rights under the Lease. Except as otherwise expressly provided herein, Lessee waives all rights to terminate or surrender this Lease, or to any abatement or deferment of Basic Rent, additional rent or other sums payable hereunder.

6. Taxes and Assessments; Compliance with Law. (a) Lessee shall pay: (i) all taxes, assessments, levies, fees, water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are, at any time prior to or during the term hereof, imposed or levied upon or assessed against (A) the Premises, (B) any Basic Rent, additional rent or other sum payable hereunder or (C) this Lease or the leasehold estate hereby created, or which arise in respect of the operation, possession or use of the Premises; (ii) all gross receipts or similar taxes imposed or levied upon, assessed against or measured by any Basic Rent, additional rent or other sum payable hereunder; (iii) all sales, use and similar taxes at any time levied, assessed or payable on account of the acquisition, leasing or use of the Premises; (iv) all charges, or taxes for, or relating to, heat, gas, fuel oil, steam, electricity, light, power, telephone and any other communications, energy or utility service used in or rendered or supplied to the Premises or any part thereof; and (v) any and all other expenses related to the operation and maintenance of the Premises, or any part thereof. Lessee shall not be required to pay any franchise, estate, inheritance, transfer, income or similar tax of Lessor (other than any tax referred to in clause (ii) above) unless such tax is imposed, levied or assessed in substitution for any other tax, assessment, charge or levy which Lessee is required to pay pursuant to this paragraph 6(a). Lessee will furnish to Lessor, promptly after demand therefor, proof of payment of all items referred to above which are payable by Lessee. If

any such tax, assessment, levy, fee or charge may legally be paid in instalments, Lessee may pay such tax, assessment, levy, fee or charge in instalments; in such event, Lessee shall be liable only for instalments which become due and payable prior to or during the term hereof. Notwithstanding the foregoing, Lessee shall not be required to pay real estate taxes during the Interim Term, such obligation to commence with the beginning of the Primary Term.

(b) Lessee shall comply with and cause the Premises to comply with (i) all legal requirements applicable to the Premises or the use thereof and (ii) insurance policies applicable to the Premises, or the ownership, occupancy or use thereof, including but not limited to all such legal requirements, contracts, agreements and restrictions which require structural, unforeseen or extraordinary changes to the Improvements.

7. Liens. Subject to the provisions of paragraph 17 hereof Lessee will promptly remove and discharge any charge, lien, security interest or encumbrance upon the Premises or any Basic Rent, additional rent or other sum payable hereunder which arises for any reason, including all liens which arise out of the use, occupancy, construction, repair or rebuilding of the Premises or by reason of labor or materials furnished or claimed to have been furnished to Lessee or for the Premises, but not including the liens and encumbrances set forth in Part II of Schedule A, any mortgage, charge, lien, security interest or encumbrance created or suffered by Lessor without the consent of Lessee, and a deed of trust expected to be given by Lessor to a trustee for Bankers Life Company.

8. Indemnification. Lessee shall pay, and shall protect, indemnify and save harmless Lessor from and against, all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from (i) injury to or death of any person, or damage to or loss of property, on or about the Premises or connected with the use, condition or occupancy of any portion thereof, (ii) violation of this Lease by Lessee, (iii) any contest referred to in paragraph 17 and (iv) any act or negligence of Lessee (including any act of Lessee performed as agent of Lessor) or any person for whose conduct Lessee is legally responsible. Nothing in this paragraph 8 shall be construed to indemnify Lessor against its own acts.

9. Maintenance and Repair. Lessee will comply with the terms and provisions of the Maintenance and Repair Agreement, dated as of the date

hereof, between Lessor and Lessee. Except to the extent, if any, required by said Maintenance and Repair Agreement Lessor shall not be required to maintain, repair or rebuild the Improvements or to maintain the Premises, and Lessee waives the right to make repairs at the expense of Lessor pursuant to any law at any time in effect.

10. Alterations. Lessee may, at its expense, make additions to and alterations of the Improvements, construct additional Improvements, drill geothermal wells and make substitutions and replacements for the Improvements, provided that any such work (a) does not change the general character of the Premises or reduce the fair market value of the Premises below its value immediately before such work or impair the usefulness of the Premises, (b) is effected with due diligence, in a good and workmanlike manner and in compliance with all requirements imposed by law or by any insurance policies which must be maintained hereunder, (c) is promptly and fully paid for by Lessee, and (d) in all cases other than the drilling of geothermal wells, is made, in case the estimated cost of such alteration or addition exceeds \$250,000, under the supervision of an architect or engineer satisfactory to Lessor and in accordance with plans, specifications and cost estimates approved by Lessor in advance and after Lessee shall have furnished to Lessor, if requested, payment, performance and lien bonds, or other security, for completion of such work satisfactory to Lessor. All such additions, alterations, additional Improvements, substitutions and replacements shall be and remain part of the realty and the property of Lessor and shall be subject to this Lease, provided that additions and additional Improvements made without cost to Lessor and not required by the terms of this Lease may be removed prior to the expiration or termination of this Lease, and provided further that Lessor shall in no event acquire title to property belonging to the U.S. Government. Lessee may place upon the Premises any personal property or trade fixtures belonging to Lessee or third parties and may remove the same at any time during the term of this Lease, provided that Lessee shall repair any damage to the Premises caused by such removal and shall restore the Premises to as good condition as existed prior to installation thereof.

11. Condemnation, Casualty and Failure of Title. (a) Subject to the provisions hereof, Lessee hereby irrevocably assigns to Lessor any award, compensation or insurance payment to which Lessee may become entitled by reason of its interest in the Premises (i) if the Premises are damaged or destroyed by fire or other casualty, or (ii) if the use, occupancy or title

of the Premises or any part thereof is taken, requisitioned or sold in, by or on account of any actual or threatened eminent domain proceeding or other action by any person having the power of eminent domain or (iii) if title to the Premises or part thereof shall not be as contemplated hereby and payment in respect thereof is made under any policy of title insurance. Lessee shall promptly notify Lessor of the occurrence of any such event; Lessor shall have the right to require Lessee (and, if no directions are given Lessee by Lessor within 10 business days, Lessee shall have the right and is hereby authorized and empowered in the name and on behalf of Lessor) to appear in any such proceeding or action, to negotiate, prosecute and adjust any claim for any award, compensation or insurance payment on account of any such damage, destruction, taking, requisition or sale, and to collect for Lessor any such award, compensation or insurance payment. Both Lessor and Lessee shall be entitled and do not forfeit their respective rights to participate in any such proceeding, action, negotiation, prosecution or adjustment by the exercise of the rights set forth in the preceding sentence. All amounts paid in connection with any such damage, destruction, taking, requisition or sale shall be applied pursuant to this paragraph 11, and all such amounts (minus the expense of collecting such amounts and minus awards made specifically to Lessee as relocation expense or compensation for business interruption, which awards shall be the property of Lessee) are herein called the Net Proceeds. Lessee, at the request of Lessor, shall take all appropriate action in connection with each such proceeding, action, negotiation, prosecution and adjustment. Lessor and Lessee shall each cooperate with the other in connection with the foregoing.

(b) If an occurrence of the character referred to in clause (i), (ii) or (iii) of paragraph 11(a) shall affect all or a substantial portion of the Premises and shall, in Lessee's reasonable judgment, render the Premises unsuitable for restoration for continued use and occupancy in Lessee's business, then Lessee shall, not later than 90 days after such occurrence deliver to Lessor (A) notice of its intention to terminate this Lease on the next Payment Date (the Termination Date) which occurs not less than 90 days after the delivery of such notice, and (B) a certificate of Lessee describing the event giving rise to such termination and stating that its board of directors has determined that such event has rendered the Premises unsuitable for restoration for continued use and occupancy in Lessee's business. Such notice shall be accompanied by an irrevocable offer by Lessee to purchase on

the Termination Date, any remaining portion of the Premises and the Net Proceeds, if any, payable in connection with such occurrence (or the right to receive the same when made, if payment thereof has not yet been made) on the Termination Date, at a price determined in accordance with Schedule C. If Lessor shall reject such offer by notice given to Lessee not later than the 20th day prior to the Termination Date, this Lease shall terminate on the Termination Date except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which relate to the period prior to the Termination Date, upon payment by Lessee of all Basic Rent, additional rent and other sums then due and payable hereunder to and including the Termination Date, and the Net Proceeds shall belong to Lessor. Unless Lessor shall have rejected such offer in accordance with this paragraph, Lessor shall be conclusively presumed to have accepted such offer, and, on the Termination Date, shall convey the remaining portion of the Premises, if any, to Lessee or its designee and shall assign to Lessee or its designee all its interest in the Net Proceeds, pursuant to and upon compliance with paragraph 15.

(c) If, after an occurrence of the character referred to in clause (i), (ii) or (iii) of paragraph 11(a), Lessee does not give notice of its intention to terminate this Lease, then (anything in paragraph 11(a) to the contrary notwithstanding) all Net Proceeds payable in connection with such occurrence, shall be paid to the Proceeds Trustee (as defined in paragraph 11(d)), this Lease shall continue in full effect, and Lessee shall repair any damage to the Premises caused by such event in conformity with the requirements of paragraph 10 so as to restore the Premises (as nearly as practicable) to the condition and market value thereof immediately prior to such occurrence, provided that if no Proceeds Trustee has been named pursuant to paragraph 11(d) at the time of payment of Net Proceeds, such Net Proceeds shall be paid to the Mortgagee (as defined in paragraph 12(b)), and if there is no Mortgagee then to Lessor, in all events for application pursuant to this paragraph 11(c). Lessee shall be entitled to receive the Net Proceeds payable in connection with such occurrence, but only against certificates of Lessee delivered to Lessor and the Proceeds Trustee, if any, from time to time as such work of repair progresses, each such certificate describing the work of repair for which Lessee is requesting payment and the cost incurred by Lessee in connection therewith and stating that Lessee has not theretofore received payment for such work. Any Net Proceeds remaining after final payment has been made for such work shall be retained by Lessor or, if held

by the Proceeds Trustee, paid over to and retained by Lessor, and, thereafter (i) Owner's Project Cost shall be reduced by an amount equal to such Net Proceeds so retained by Lessor and (ii) each instalment of Basic Rent payable on and after the first Payment Date occurring at least one month after the final payment to Lessee for such work shall be reduced by virtue of the reduction in Owner's Project Cost, but the determination of Basic Rent pursuant to Schedule B will not be otherwise changed. In the event of any temporary requisition by a public authority, this Lease shall remain in full effect for the remainder of the term hereof and Lessee shall be entitled to receive the entire Net Proceeds payable during the remainder of the term hereof by reason of such requisition. If the cost of any repairs required to be made by Lessee pursuant to this paragraph 11(c) shall exceed the amount of such Net Proceeds, the deficiency shall be paid by Lessee.

(d) If a trustee of the Net Proceeds (the Proceeds Trustee) is to serve pursuant to the provisions of this paragraph 11, such Proceeds Trustee shall be a bank or trust company designated by Lessee and reasonably acceptable to Lessor and having an office in the state of Idaho or in Boston, Massachusetts. Such Proceeds Trustee shall have a combined capital and surplus of at least \$50,000,000 and shall be duly authorized to act as such trustee. All charges and fees of the Proceeds Trustee shall be paid by Lessee.

12. Insurance. (a) Lessee will maintain insurance on the Premises in such form and amounts and against such hazards as Lessor may reasonably require and shall in all events maintain insurance on the Premises of the following character:

- (i) Insurance against loss by fire, lightning and other risks from time to time included under "extended coverage" policies, in amounts sufficient to prevent Lessor or Lessee from becoming a co-insurer of any loss but in any event in amounts not less than actual replacement value determined from time to time (but no less frequently than every three years) by an independent appraisal of the Improvements, exclusive of foundations and excavations. Said policies may include deductibles not to exceed \$25,000 in any single loss.
- (ii) General public liability insurance against bodily injury, death or property damage claimed to have occurred on, in or about the Premises and adjoining streets and sidewalks, in the minimum amounts of \$500,000 for bodily injury or death to

any one person, \$1,000,000 for any one accident,
and \$1,000,000 for property damage.

- (iii) Workmen's compensation insurance to the extent required by the law of the state in which the Premises are located and to the extent necessary to protect Lessor and the Premises against workmen's compensation claims.

Such insurance shall be written by companies of nationally recognized financial standing legally qualified to issue such insurance and shall name as insured parties Lessor and Lessee as their interests may appear.

(b) Every such policy (other than any general public liability or workman's compensation policy) shall bear a first mortgagee endorsement in favor of the mortgagee or beneficiary (the Mortgagee) under any instrument creating a first lien on Lessor's interest in the Premises subject to this Lease and the rights of the Lessee hereunder (the Mortgage); and the proceeds from any loss under any such policy shall be payable to the Proceeds Trustee to be held and applied pursuant to paragraph 11(c). Every policy referred to in paragraph 12(a) shall provide that it will not be cancelled except after 10 days' written notice to Lessor and the Mortgagee and that it shall not be invalidated by any act or neglect of Lessor or Lessee, nor by occupancy of the Premises for purposes more hazardous than permitted by such policy, nor by any foreclosure or other proceedings relating to the Premises, nor by change in title to the Premises.

(c) Lessee shall deliver to the Mortgagee original or duplicate policies or certificates of insurers, satisfactory to the Mortgagee, evidencing the existence of all insurance which is required to be maintained by Lessee hereunder, such delivery to be made (i) promptly after the execution and delivery hereof and (ii) within 30 days prior to the expiration of any such insurance. Lessee shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss with that required by this paragraph 12 unless Lessor is a named insured therein, with loss payable as provided herein. Lessee shall immediately notify Lessor whenever any such separate insurance is obtained and shall deliver to the Mortgagee the policies or certificates evidencing the same. Any insurance required hereunder may be provided under blanket policies.

13. Termination Rights. (a) Pursuant to Section 4 of the Financing, Construction and Agency Agreement, dated as of June 1, 1978, under certain circumstances Lessor has the right to require Lessee, in its capacity

WCB Lease

WCB Lease

as Contractor under said Agreement, to purchase, and Lessee, in its capacity as Contractor under said Agreement, has the right to purchase, the Premises. If either party exercises such rights, this Lease shall terminate.

(b) During the Primary Term, Lessee shall have the right upon at least 30 days advance written notice to terminate this Lease on any Payment Date (Termination Date) provided one or more of the following shall have happened: (x) Lessee's contract with the U.S. Department of Energy relating to Lessee's activities in Idaho Falls, Idaho (the Contract) shall have been terminated by the Department of Energy or not renewed, (y) the Contract shall have been altered at the instance of the Department of Energy requiring the removal of a substantial number of people from the Premises and Lessee does not have other personnel to occupy the vacant portion of the Premises, or (z) the Department of Energy directs Lessee to terminate this Lease. Such notice shall include an undertaking of Lessee to pay to Lessor on the Termination Date, as consideration for early termination, a sum determined in accordance with Schedule C hereto (the Termination Payment). This Lease shall terminate on the Termination Date except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which relate to the period prior to the Termination Date upon payment by Lessee of the Termination Payment and all Basic Rent, additional rent and other sums then due and payable hereunder to and including the Termination Date and the Premises shall remain the property of Lessor.

14. Purchase Offer; Option. (a) Lessee shall have the option, exercisable by notice given not later than 130 days prior to the last day of the Primary Term, to purchase the Premises on the last day of the Primary Term (the Purchase Date) at a price equal to the fair market value thereof as determined by Lessor and Lessee, and if they do not agree, then as determined by an appraiser or appraisers selected in the following manner: Lessor and Lessee shall each appoint an appraiser and if the appraisers so designated are unable to agree upon such value, such value shall be determined by a third appraiser to be selected by such appraisers and, in the event such appraisers are unable to agree on a third appraiser, such third appraiser shall be appointed by the senior federal district court judge, or such other federal district judge as he may designate, for the district wherein the Premises are located, acting in his non-judicial capacity. Lessor and Lessee agree that each shall bear one half the costs of such appraisal. On the Purchase Date Lessor shall convey the Premises to Lessee or its designee

pursuant to and in compliance with paragraph 15 and this Lease shall terminate as set forth in paragraph 15.

(b) At the end of the fifteenth, eighteenth, twenty-first and twenty-fourth year of the Primary Term (the Sale Date), Lessee, after having given at least 270 days prior written notice, shall have the right to make an offer to purchase the Premises, at a price determined as set forth on Schedule D hereto. Such offer shall be accompanied by a certificate of Lessee stating whether, if such offer is rejected, Lessee will vacate the Premises (thereby terminating this Lease and relieving Lessee of further liability hereunder except with respect to obligations, actual or contingent, which arise on or prior to the Sale Date) or will continue the Lease in accordance with its terms. If such offer is rejected, the Lease shall continue or terminate, as elected by Lessee in accordance with the preceding sentence. If such offer is not rejected by notice given to Lessee 30 days or more prior to the Sale Date, Lessor shall be presumed to have accepted such offer, and on the Sale Date Lessor shall convey the Premises to Lessee or its designee pursuant to and in compliance with paragraph 15 and this Lease shall terminate as set forth in paragraph 15.

15. Procedure Upon Purchase. (a) If Lessee shall purchase the Premises pursuant to this Lease, Lessor need not convey any better title thereto than existed on the date of the commencement of the term hereof, and Lessee or its designee shall accept such title, subject, however, to all charges, liens, security interests and encumbrances on the Premises and all applicable legal requirements, but free of the lien of the Mortgage and charges, liens, security interests and encumbrances resulting from acts of Lessor taken without the consent of Lessee (all of which may be discharged with funds obtained from the proceeds of the sale, and Lessee shall accept the Premises "as is").

(b) Upon the date fixed for any purchase of the Premises hereunder, Lessee shall pay to Lessor, the purchase price therefor specified herein together with all Basic Rent, additional rent and other sums then due and payable hereunder to and including such date of purchase, and Lessor shall deliver to Lessee a deed to the Premises and any other instruments necessary to assign any other property then required to be assigned by Lessor pursuant hereto. Lessee shall pay all charges incident to such conveyance and assignment, including counsel fees, escrow fees, recording fees, title insurance premiums and all applicable taxes (other than any income or franchise taxes

of Lessor) which may be imposed by reason of such conveyance and assignment and the delivery of said deed and other instruments. Upon the completion of such purchase, but not prior thereto (whether or not any delay or failure in the completion of such purchase shall be the fault of Lessor), this Lease shall terminate, except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which relate to the period prior to such date of purchase.

16. Assignment and Subletting. (a) Lessee may sublet all or any portion of the Premises or assign its interest hereunder, provided that each sublease shall expressly be made subject to the provisions hereof. No such assignment or sublease shall modify or limit any right or power of Lessor hereunder or affect or reduce any obligation of Lessee hereunder, and all such obligations shall continue in full effect as obligations of a principal and not of a guarantor or surety, as though no assignment or subletting had been made. Neither this Lease nor the term hereby demised shall be mortgaged by Lessee, nor shall Lessee mortgage or pledge its interests in any sublease of the Premises or the rentals payable thereunder. Any such mortgage or pledge, and any sublease or assignment made otherwise than as permitted by this paragraph 16, shall be void. Lessee shall, within 10 days after the execution of any such sublease or assignment, deliver a conformed copy thereof to Lessor.

(b) Notwithstanding the provisions of paragraph 16(a), Lessee shall have the right any time to sublet the entire Premises or assign its entire interest hereunder to either (i) an instrumentality of the United States Government whose obligation with respect hereto is backed by the full faith and credit of the United States (as evidenced by an opinion of counsel satisfactory to Lessor), or (ii) to any entity operating the Premises on contract with the United States Government, provided such entity has a Moody's (or equivalent) credit rating on its senior debt of at least "A", and provided further that the sublessee or assignee would qualify under applicable Iowa law regulating life insurance company investments to permit investment of up to 100% of Owner's Project Cost on the basis of an assignment to the investor of this Lease as so assigned or sublet. If the sublessee or assignee described in paragraph 16(b)(i) shall expressly assume all obligations of Lessee hereunder then Lessee shall thereafter be relieved of all obligations hereunder arising after the date of such assumption, and if the sublessee or assignee described in paragraph 16(b)(ii) shall expressly

assure all obligations of Lessee hereunder, then Lessor shall not unreasonably withhold its consent to Lessee's thereafter being relieved of all obligations hereunder arising after the date of such assumption.

17. Permitted Contests. Lessee shall not be required, nor shall Lessor have the right, to pay, discharge or remove any tax, assessment, levy, fee, rent, charge, lien or encumbrance, or to comply with any legal requirement applicable to the Premises or the use thereof, so long as Lessee shall contest the existence, amount or validity thereof by appropriate proceedings which shall prevent the collection of or other realization upon the tax, assessment, levy, fee, rent, charge, lien or encumbrance so contested, and the sale, forfeiture or loss of the Premises or any Basic Rent or any additional rent, to satisfy the same, and which shall not affect the payment of any Basic Rent or any additional rent, provided that such contest shall not subject Lessor to the risk of any criminal liability. In the case of any contest permitted by this paragraph 17 which must be conducted in Lessor's name or in which Lessor's appearance or execution of documents is required, Lessor will, at Lessee's sole expense, cooperate with Lessee in the prosecution of such contest, provided such cooperation will not make Lessor liable for any civil or criminal penalty. Lessee shall give such reasonable security as may be demanded by Lessor or the Mortgagee to insure payment of such tax, assessment, levy, fee, rent, charge, lien or encumbrance and to prevent any sale, forfeiture or loss of the Premises by reason of such non-payment.

18. Conditional Limitations; Default Provision. (a) Any of the following occurrences or acts shall constitute an event of default under this Lease: (i) if Lessee shall (1) fail to pay any Basic Rent, additional rent or other sum required to be paid by Lessee hereunder and such failure shall continue for 10 days after notice to Lessee of such failure, or (2) fail to observe or perform any other provision hereof or of the Maintenance and Repair Agreement referred to in paragraph 9 and such failure shall continue for 30 days after notice to Lessee of such failure (provided, that in the case of any such default which cannot be cured by the payment of money and cannot with diligence be cured within such 30-day period, if Lessee shall commence promptly to cure the same and thereafter prosecute the curing thereof with diligence, the time within which such default may be cured shall be extended for such period as is necessary to complete the curing thereof with

diligence); or (ii) if Lessee shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law, or shall be adjudicated a bankrupt or become insolvent or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of Lessee as a bankrupt or its reorganization pursuant to any federal or state bankruptcy law or any similar federal or state law shall be filed in any court and Lessee shall consent to or acquiesce in the filing thereof or such petition or answer shall not be discharged or denied within 90 days after the filing thereof; or (iii) if a receiver, trustee or liquidator of Lessee or of all or substantially all of the assets of Lessee or of the Premises or Lessee's estate therein shall be appointed in any proceeding brought by Lessee, or if any such receiver, trustee or liquidator shall be appointed in any proceeding brought against Lessee and shall not be discharged within 90 days after such appointment, or if Lessee shall consent to or acquiesce in such appointment; or (iv) if the Premises shall have been abandoned for a period of 30 days.

(b) If an event of default shall have happened and be continuing, Lessor shall have the right to give Lessee notice of Lessor's intention to terminate the term of this Lease on a date not less than 10 days after the date of such notice. Upon the giving of such notice, the term of this Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease, and all rights of Lessee hereunder shall expire and terminate, but Lessee shall remain liable as hereinafter provided.

(c) If an event of default shall have happened and be continuing, Lessor shall have the immediate right, whether or not the term of this Lease shall have been terminated pursuant to paragraph 13(b), to re-enter and repossess the Premises by summary proceedings, ejectment or in any manner Lessor determines to be necessary or desirable and the right to remove all persons and property therefrom. Lessor shall be under no liability by reason of any such re-entry, repossession or removal. No such re-entry or repossession of the Premises shall be construed as an election by Lessor to terminate the term of this Lease unless a notice of such intention is given to Lessee

pursuant to paragraph 13(b), or unless such termination is decreed by a court of competent jurisdiction.

(d) At any time or from time to time after the re-entry or re-possession of the Premises pursuant to paragraph 13(c), whether or not the term of this Lease shall have been terminated pursuant to paragraph 13(b), Lessor may (but shall be under no obligation to) relet the Premises for the account of Lessee, in the name of Lessee or Lessor or otherwise, without notice to Lessee, for such term or terms and on such conditions and for such uses as Lessor, in its absolute discretion, may determine. Lessor may collect and receive any rents payable by reason of such reletting. Lessor shall not be liable for any failure to relet the Premises or for any failure to collect any rent due upon any such reletting.

(e) No expiration or termination of the term of this Lease pursuant to paragraph 13(b), by operation of law or otherwise, and no re-entry or re-possession of the Premises pursuant to paragraph 13(c) or otherwise, and no reletting of the Premises pursuant to paragraph 13(d) or otherwise, shall relieve Lessee of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, re-entry, repossession or reletting.

(f) In the event of any expiration or termination of the term of this Lease or re-entry or repossession of the Premises by reason of the occurrence of an event of default, Lessee will pay to Lessor all Basic Rent, additional rent and other sums required to be paid by Lessee to and including the date of such expiration, termination, re-entry or repossession; and, thereafter, Lessee shall, until the end of what would have been the term of this Lease in the absence of such expiration, termination, re-entry, or repossession, and whether or not the Premises shall have been relet, be liable to Lessor for, and shall pay to Lessor, as liquidated and agreed current damages: (i) all Basic Rent, additional rent and other sums which would be payable under this Lease by Lessee in the absence of such expiration, termination, re-entry, or repossession, less (ii) the net proceeds, if any, of any reletting effected for the account of Lessee pursuant to paragraph 13(d), after deducting from such proceeds all Lessor's expenses in connection with such reletting (including all repossession costs, brokerage commissions, reasonable attorneys' fees and expenses, employees' expenses, alteration costs and expenses of preparation for such reletting). Lessee will pay such current damages on the days on which Basic Rent would be payable under this

Lease in the absence of such expiration, termination, re-entry, or repossession, and Lessor shall be entitled to recover the same from Lessee on each such day.

(g) At any time after such expiration or termination of the term of this Lease or re-entry or repossession of the Premises by reason of the occurrence of an event of default, whether or not Lessor shall have collected any current damages pursuant to paragraph 18(f), Lessor shall be entitled to recover from Lessee, and Lessee will pay to Lessor on demand, as and for liquidated and agreed final damages for Lessee's default and in lieu of all current damages beyond the date of such demand (it being agreed that it would be impracticable or extremely difficult to fix the actual damages), an amount equal to the excess, if any, of (a) all Basic Rent, additional rent and other sums which would be payable under this Lease from the date of such demand (or, if it be earlier, the date to which Lessee shall have satisfied in full its obligations under paragraph 18(f) to pay current damages) for what would be the then unexpired term of this Lease in the absence of such expiration, termination, re-entry or repossession, discounted at the rate of 5% per annum over (b) the then fair rental value of the Premises (determined by applying a discount rate of 5% per annum) for the same period. If any law shall limit the amount of such liquidated final damages to less than the amount above agreed upon, Lessor shall be entitled to the maximum amount allowable under such law.

19. Additional Rights of Lessor and Lessee. (a) No right or remedy hereunder shall be exclusive of any other right or remedy, but shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing. Failure to insist upon the strict performance of any provision hereof or to exercise any option, right, power or remedy contained herein shall not constitute a waiver or relinquishment thereof for the future. Receipt by Lessor of any Basic Rent, additional rent or other sums payable hereunder with knowledge of the breach of any provision hereof shall not constitute a waiver of such breach, and no waiver by Lessor or Lessee of any provision hereof shall be deemed to have been made unless made in writing. Lessor and Lessee shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any of the provisions hereof, or to a decree compelling performance of any of the provisions hereof, or to any other remedy allowed by law which does not violate a contractual agreement contained in this Lease.

(b) Lessee hereby waives and surrenders for itself and all those claiming under it, including creditors of all kinds, (i) any right and privilege which it or any of them may have to redeem the Premises or to have a continuance of this Lease after termination of Lessee's right of occupancy by order or judgment of any court or by any legal process or writ, or under the terms of this Lease, or after the termination of the term of this Lease as herein provided, and (ii) the benefits of any law which exempts property from liability for debt or for distress for rent.

(c) If either party shall be in default in the performance of any of its obligations hereunder, the defaulting party shall pay to the other party, on demand, all expenses incurred by such non-defaulting party as a result thereof, including reasonable attorneys' fees and expenses.

20. Notices, Demands and Other Instruments. All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Lease shall be in writing and shall be validly given when mailed by prepaid registered or certified mail, (a) if to Lessor, addressed to Lessor at its address set forth above, and (b) if to Lessee, addressed to Lessee at its address set forth above with a duplicate copy sent to EG & G, Inc., 45 William Street, Wellesley, Massachusetts 02181 Attention: General Counsel. Lessor and Lessee each may from time to time specify any address in the United States as its address for purposes of this Lease by giving 15 days' notice to the other party.

21. Estoppel Certificates. Lessor and Lessee each will, from time to time, upon 20 days' prior request by the other, execute, acknowledge and deliver to the requesting party a certificate stating that this Lease is unmodified and in full effect (or, if there have been modifications, that this Lease is in full effect as modified, and setting forth such modifications) and the dates to which Basic Rent, additional rent and other sums payable hereunder have been paid, and either stating that to the knowledge of the signer of such certificate no default exists hereunder or specifying each such default of which the signer has knowledge. Any such certificate may be relied upon by third parties.

22. No Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that the same person acquires or holds, directly or indirectly, this Lease or the leasehold estate hereby created or any interest herein or

in such leasehold estate as well as the fee estate in the Premises or any interest in such fee estate.

23. Surrender. Upon the expiration or termination of the term of this Lease, Lessee shall surrender the Premises to Lessor in good repair and condition, except for any condemned portion of the Premises, and except for casualty damage giving rise to the termination of this Lease pursuant to paragraph 11, and except for ordinary wear and tear and shall comply with the applicable provisions of paragraph 10. Property (other than property of the United States Government) not removed pursuant to the provisions of said paragraph 10 shall become the property of Lessor. Lessor may, within a reasonable period of time, cause all property not so removed to be removed from the Premises and disposed of (or returned to the United States Government, as the case may be), but the cost of any such removal, disposition or return and of repairing any damage caused by such removal shall be borne by Lessee.

24. Merger, Consolidation or Sale of Assets. It shall be a condition precedent to the merger of Lessee into another corporation, to the consolidation of Lessee with one or more other corporations and to the sale or other disposition of all or substantially all the assets of Lessee to one or more other entities that the surviving entity or transferee of assets, as the case may be, shall deliver to Lessor and to the Mortgagee an acknowledged instrument in recordable form assuming all obligations, covenants and responsibilities of Lessee hereunder and under any instrument executed by Lessee consenting to the assignment of Lessor's interest in this Lease to the Mortgagee as security for indebtedness. Lessee covenants that it will not merge or consolidate or sell or otherwise dispose of all or substantially all of its assets unless such an instrument shall have been so delivered.

25. Lessee's Right to Drill. The Lessor consents to Lessee's drilling of wells on the Premises for the purposes of (a) determining the feasibility of using geothermal or ground water for heating or cooling of the buildings, or (b) for production wells for the utilization of geothermal or ground water for heating or cooling of the buildings, or (c) for the extraction and reinjection of water to be used for heating or cooling, provided all necessary governmental permits and approvals are obtained and such drilling and the results thereof do not endanger the public, damage the Premises or create a nuisance. Costs for the wells together with any associated costs of obligations arising in connection with the drilling of such wells shall be borne by the Lessee.

26. Officials Not to Benefit. No member of or delegate of Congress, or Resident Commissioner, shall be admitted to any share or part of this Lease, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

27. Examination of Records by Comptroller General. (a) the Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this Lease or such lesser time specified in either Appendix M of the Armed Services Procurement Regulations or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this Lease.

(b) The period of access and examination described in (a) above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Lease, or (2) costs and expenses of this Lease as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

(c) Nothing in this Lease shall be deemed to preclude an audit by the General Accounting Office of any transaction under this Lease.

28. Equal Opportunity. The following article is applicable unless this Lease is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60). During the performance of this Lease, the Lessor and Lessee agree as follows:

(a) Neither Lessor nor Lessee will discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Lessor and Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Lessee (and, to the extent applicable, Lessor) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by

the Contracting Officer setting forth the provisions of this Equal Opportunity article.

(b) Lessee (and, to the extent applicable, Lessor) will, in all solicitations or advertisements for employees placed by or on behalf of the Lessor or the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) Lessee (and, to the extent applicable, Lessor) will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor or union or workers' representative of the parties' commitments under this Equal Opportunity article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Lessee (and, to the extent applicable, Lessor) will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Lessee (and, to the extent applicable, Lessor) will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by DOE and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of noncompliance with the nondiscrimination article of this Lease or with any such rules, regulations, or orders, this Lease may be cancelled, terminated or suspended in whole or in part and the Lessor and the Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375, of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Lessee (and, to the extent applicable, Lessor) will include the provisions of paragraph (a) through (g) in every subcontract or purchase

order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. Lessee (and, to the extent applicable, Lessor) will take such action with respect to any subcontract or purchase order as the Department of Energy may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Lessee becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Lessee may request the United States to enter into such litigation to protect the interest of the United States.

29. Convict Labor. In connection with the performance of work under this Lease, the Lessee (and, to the extent applicable, Lessor) agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 [18 U.S.C. 1032(e)(2)] and Executive Order 11755, December 29, 1973.

30. Contract Work Hours and Safety Standards Act - Overtime Compensation. This Lease, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards shall require or permit any laborer, mechanic, apprentice, trainee, watchman, or guard in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer, mechanic, apprentice, trainee, watchman, or guard received compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, whichever is the greater number of overtime hours.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions of Paragraph (a), the contractor and any subcontractor responsible therefor shall be liable to any affected

employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman, or guard employed in violation of the provisions of Paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of his standard workweek of 40 hours without payment of the overtime wages required by Paragraph (a).

(c) Withholding for Unpaid Wages and Liquidated Damages. The Contracting Officer may withhold from the Government Prime Contractor, from any monies payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts. Lessee (and, to the extent applicable, Lessor) shall insert paragraphs (a) through (d) of this article in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) Records. Lessee (and, to the extent applicable, Lessor) shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three (3) years from the completion of the Lease.

31. Renegotiation Act. If this Lease is subject to the Renegotiation Act of 1951, as amended, the following provisions shall apply:

(a) This Lease is subject to the Renegotiation Act of 1951 (50 U.S.C. App. 1211, 35 seq.), as amended, and to any subsequent act of Congress providing for the renegotiation of contracts. Nothing contained in this article shall impose any renegotiation obligation with respect to this Lease or any subcontract hereunder which is not imposed by an act of Congress heretofore or hereafter enacted. Subject to the foregoing, this Lease shall be deemed to contain all the provisions required by Section 104 of the Renegotiation Act of 1951, and by any such other act, without subsequent contract amendment specifically incorporating such provisions.

(b) Lessee agrees to insert the provisions of this article, including this paragraph (b), in all subcontracts, as that term is defined in Section 103g of the Renegotiation Act of 1951, as amended.

32. Title to Government Property. (a) Title to property of the United States Government shall not be affected by the incorporation of the

property into or the attachment of it to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

(b) Upon termination of this Lease the Lessee may, at the sole option of the Lessee, and with the prior authorization of the Department of Energy remove or leave in place as is such property of the United State Government as may have been installed or incorporated in the premises and if left in place by Lessee's exercise of this option it shall become the property of the Lessor.

33. Priority of Lease. Any mortgage or encumbrance of the Premises which the Lessor may obtain shall be subordinate to this Lease.

34. Economy Act Limitations. The rental and other charges herein are not to exceed the limitation in Title 40, U.S. Code, Section 273a (the Economy Act) and if such charges do exceed that limitation, appropriate adjustments will be made.

35. Separability; Binding Effect. Each provision hereof shall be separate and independent and the breach of any such provision by Lessor shall not discharge or relieve Lessee from its obligations to perform each and every covenant to be performed by Lessee hereunder. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforceable to the extent permitted by law. All provisions contained in this Lease shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of Lessor and Lessee to the same extent as if each such successor and assign were named as a party hereto. This Lease may not be changed, modified or discharged except by a writing signed by Lessor and Lessee.

36. Schedules. The following are Schedules A, B and C referred to in this Lease, which Schedules are hereby incorporated by reference herein.

SCHEDULE A

Part I - Description of the Premises

Tract I

All of the land contained within the KEEFER OFFICE PARK ADDITION to the City of Idaho Falls situated in Bonneville County, State of Idaho, according to the recorded plat thereof.

Tract II

Commencing at the South-East Corner of Section 12, Township 2 North, Range 37 East of the Boise Meridian, Bonneville County, Idaho, and Running North 0°02'20" East 2,075.125 feet along the East Side of Said Section 12; Thence North 89°57'32" West 817.40 feet; Thence North 38°54'28" East 168.10 feet; Thence North 0°02'28" East 11.41 feet; Thence North 62°58'40" West 956.78 feet to the TRUE POINT OF BEGINNING; Thence North 62°58'40" West 626.66 feet; Thence South 10°05'38" East 288.34 feet; Thence South 89°54'18" East 507.71 feet to the TRUE POINT OF BEGINNING Containing 1.65 Acres More or Less.

Part II - Liens and Encumbrances Referred to in Paragraph 7

1. Deed of Trust and Security Agreement, dated as of June 21, 1978 (but recorded subsequent to it), from Lessor, as grantor, to Idaho Title and Trust Company, as trustee, and New England Merchants National Bank, as beneficiary.
2. All deeds of trust, charges, liens, security interests and encumbrances permitted by the Deed of Trust referred to in item 1 of this Part II.
3. Deeds of trust, charges, liens, security interests and encumbrances being contested pursuant to paragraph 17 of this Lease.

SCHEDULE B

Terms and Basic Rent Payments

The Interim Term shall commence on June 21, 1978 and end on the date the agreement referred to in paragraph 3 is delivered, but not later than January 31, 1980. The Primary Term shall commence on the day following the expiration of the Interim Term as set forth in the agreement referred to in paragraph 3 and continue for twenty-five years.

1. Basic Rent payable for the Premises for the first five months of the Primary Term shall be at the annual rate of \$168,000 and shall be payable in equal monthly instalments in arrears on the last day of each month during such period.

2. Basic Rent payable for the Premises during the remainder of the Primary Term shall be at an annual rate equal to the sum of (a) \$168,000, and (b) 9.52% of Owner's Project Cost set forth in the agreement referred to in paragraph 3 (as the same may be changed as provided in this Lease) and shall be payable in equal monthly instalments in arrears on the last day of each month during such period.

SCHEDULE C
Termination Payments - WCB Lease

In the event of termination of this Lease pursuant to paragraph 11 or 13(b), the purchase price shall be an amount equal to Owner's Project Cost (as the same may be adjusted pursuant to the terms hereof) multiplied by the applicable percentage set forth in Column 2 (in case of events described in paragraphs 11(a)(i), 11(a)(ii) and 13(b)) below opposite the period in which the date of purchase occurs (period 0 commencing with the first day of the Primary Term and ending one year later, and each succeeding period being each of the following annual periods of the Primary Term occurring thereafter). In the event of termination of this Lease pursuant to paragraph 11, in the case of events described in paragraph 11(a)(iii), the purchase price shall be Owner's Project Cost multiplied by the applicable percentage set forth in column 3 opposite the period in which the date of purchase occurs.

Column 1	Column 2	Column 3
<u>Period in which Date</u> <u>of Purchase Occurs</u>	<u>Applicable</u> <u>Percentage</u>	<u>Applicable</u> <u>Percentage</u>
0	113.4900	105.0000
1	111.0144	105.0000
2	109.4039	103.8430
3	107.6753	102.5750
4	105.8181	101.1870
5	103.8206	99.6669
6	101.6684	98.0021
7	99.3480	96.1787
8	96.8413	94.1810
9	94.1331	91.9948
10	91.2020	89.5997
11	88.0282	86.9767
12	84.5880	84.1042
13	80.8564	80.9581
14	76.8055	77.5128
15	72.4048	73.7395
16	67.6213	69.6069
17	62.4181	65.0890
18	56.7558	60.1242
19	50.5903	54.6956
20	43.8740	48.7505
21	35.4520	42.2395
22	28.8208	35.1087
23	20.0413	27.2996
24	10.4626	18.7470
25	0	9.3860

SCHEDULE D

The purchase price applicable to an offer made pursuant to paragraph 14(b) shall be Owner's Project Cost (as the same may be adjusted pursuant to the terms hereof) multiplied by the percentage set forth below opposite the year in which the purchase is to occur.

<u>Year of Primary Term</u>	<u>% of Lessor's Cost</u>
15	69.2%
18	64.5%
21	58.5%
24	38.5%

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Lease to be duly executed and delivered, and Lessee has caused its corporate seal to be hereunto affixed and attested, all as of the date first above written.

FREMONT AVENUE ASSOCIATES,
as Lessor

By FW Fremont Corporation, general
partner

By John J. Peotle, Jr.
Vice President

EG & G IDAHO, INC.,
as Lessee

By James H. Wynn
Vice President

Attest: [Signature]
Secretary

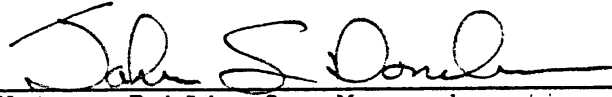
[Seal]

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss.

On this 21st day of June, 1978, before me the undersigned, a notary public in and for said Commonwealth, personally appeared John J. Preotle, Jr., known to me to be a Vice President of PW Fremont Corporation, which corporation is known to me to be the General Partner in the partnership of Fremont Avenue Associates and the partner who subscribed said partnership name to the foregoing instrument and acknowledged to me that the said corporation executed the same in said partnership's name and that he executed the instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this instrument first above written.

[SEAL]

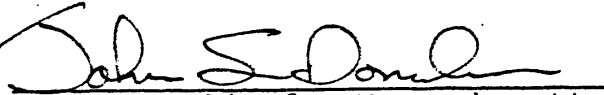

Notary Public for Massachusetts
Residing at CHELMSFORD,
Massachusetts
My Commission Expires:
My Commission Expires on December 15, 1978

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss.

On this 21st day of June, 1978, before me the undersigned, a notary public in and for said Commonwealth, personally appeared Byron P. Warner, known to me to be Vice President of EG&G Idaho, Inc., the corporation that executed the foregoing instrument, and the person who executed the same on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this instrument first above written.

[SEAL]


Notary Public for Massachusetts
Residing at CHELMSFORD,
Massachusetts
My Commission Expires:
My Commission Expires on December 15, 1978